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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

NICOLAS C. SMITH-WASHINGTON, JOYCE MAHONEY, JONATHAN AMES, and JENNY LEWIS, on behalf of himself and all others similarly situated.

Plaintiffs,

V.

TAXACT, INC.,

Defendant.

Case No. 3:23-CV-00830-VC
Assigned to Hon. Vince Chhabria

**STIPULATED [PROPOSED]
PROTECTIVE ORDER**

1 This Proposed Protective Order is based on the Northern District's model protective order.

2 1. **PURPOSES AND LIMITATIONS**

3 Disclosure and discovery activity in this action are likely to involve production of
 4 confidential, proprietary, or private information for which special protection from public disclosure
 5 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,
 6 the parties hereby stipulate to and petition the court to enter the following Stipulated Protective
 7 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures
 8 or responses to discovery and that the protection it affords from public disclosure and use extends
 9 only to the limited information or items that are entitled to confidential treatment under the
 10 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that
 11 this Stipulated Protective Order does not entitle them to file confidential information under seal;
 12 Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be
 13 applied when a party seeks permission from the court to file material under seal.

14 2. **DEFINITIONS**

15 2.1 **Challenging Party**: a Party or Non-Party that challenges the designation of
 16 information or items under this Order.

17 2.2 **“CONFIDENTIAL” Information or Items**: information (regardless of how it is
 18 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of
 19 Civil Procedure 26(c).

20 2.3 **Counsel (without qualifier)**: Outside Counsel of Record and House Counsel (as well
 21 as their support staff).

22 2.4 **Designating Party**: a Party or Non-Party that designates information or items that it
 23 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY
 24 CONFIDENTIAL – SOURCE CODE.”

25 2.5 **Disclosure or Discovery Material**: all items or information, regardless of the medium
 26 or manner in which it is generated, stored, or maintained (including, among other things, testimony,
 27 transcripts, and tangible things), that are produced or generated in disclosures or responses to
 28 discovery in this matter.

1 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the
2 litigation who has been retained by a Party or its counsel to serve as an expert witness or as a
3 consultant in this action.

4 2.7 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items: extremely
5 sensitive “Confidential Information or Items” representing computer code and associated comments
6 and revision histories, formulas, engineering specifications, or schematics that define or otherwise
7 describe in detail the algorithms or structure of software or hardware designs, disclosure of which to
8 another Party or Non-Party would create a substantial risk of serious harm that could not be avoided
9 by less restrictive means.

10 2.8 House Counsel: attorneys who are employees of a party to this action. House Counsel
11 does not include Outside Counsel of Record or any other outside counsel.

12 2.9 Non-Party: any natural person, partnership, corporation, association, or other legal
13 entity not named as a Party to this action.

14 2.10 Outside Counsel of Record: attorneys who are not employees of a party to this action
15 but are retained to represent or advise a party to this action and have appeared in this action on
16 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

17 2.11 Party: any party to this action, including all of its officers, directors, employees,
18 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

19 2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
20 Material in this action.

21 2.13 Professional Vendors: persons or entities that provide litigation support services (e.g.,
22 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,
23 storing, or retrieving data in any form or medium) and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is designated as
25 “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL – SOURCE CODE.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a
27 Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected Material; (2) all
4 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,
5 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.
6 However, the protections conferred by this Stipulation and Order do not cover the following
7 information: (a) any information that is in the public domain at the time of disclosure to a Receiving
8 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of
9 publication not involving a violation of this Order, including becoming part of the public record
10 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
11 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
12 information lawfully and under no obligation of confidentiality to the Designating Party. Any use of
13 Protected Material at trial shall be governed by a separate agreement or order.

14 4. DURATION

15 Even after final disposition of this litigation, the confidentiality obligations imposed by this
16 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
17 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
18 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
19 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
20 time limits for filing any motions or applications for extension of time pursuant to applicable law.

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or
23 Non-Party that designates information or items for protection under this Order must take care to
24 limit any such designation to specific material that qualifies under the appropriate standards. The
25 Designating Party must designate for protection only those parts of material, documents, items, or
26 oral or written communications that qualify – so that other portions of the material, documents,
27 items, or communications for which protection is not warranted are not swept unjustifiably within
28 the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown
 2 to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily
 3 encumber or retard the case development process or to impose unnecessary expenses and burdens on
 4 other parties) expose the Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it designated for
 6 protection do not qualify for protection at all or do not qualify for the level of protection initially
 7 asserted, that Designating Party must promptly notify all other Parties that it is withdrawing the
 8 mistaken designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see,
 10 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or
 11 Discovery Material that qualifies for protection under this Order must be clearly so designated
 12 before the material is disclosed or produced.

13 Designation in conformity with this Order requires:

14 (a) For information in documentary form (e.g., paper or electronic documents, but
 15 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
 16 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each
 17 document that contains protected material. If only a portion or portions of the material on a page
 18 qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
 19 by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents or materials available for inspection
 21 need not designate them for protection until after the inspecting Party has indicated which material it
 22 would like copied and produced. During the inspection and before the designation, all of the material
 23 made available for inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
 24 identified the documents it wants copied and produced, the Producing Party must determine which
 25 documents, or portions thereof, qualify for protection under this Order. Then, before producing the
 26 specified documents, the Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
 27 “HIGHLY CONFIDENTIAL – SOURCE CODE”) to each page that contains Protected Material. If
 28 only a portion or portions of the material on a page qualifies for protection, the Producing Party also

1 must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins)
2 and must specify, for each portion, the level of protection being asserted.

3 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the
4 Designating Party identify on the record, before the close of the deposition, hearing, or other
5 proceeding, all protected testimony.

6 (c) for information produced in some form other than documentary and for any other
7 tangible items, that the Producing Party affix in a prominent place on the exterior of the container or
8 containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
9 CONFIDENTIAL – SOURCE CODE.” If only a portion or portions of the information or item
10 warrant protection, the Producing Party, to the extent practicable, shall identify the protected
11 portion(s) and specify the level of protection being asserted.

12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to
13 designate qualified information or items does not, standing alone, waive the Designating Party’s
14 right to secure protection under this Order for such material. Upon timely correction of a
15 designation, the Receiving Party must make reasonable efforts to assure that the material is treated in
16 accordance with the provisions of this Order.

17 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

18 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of
19 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality
20 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens,
21 or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a
22 confidentiality designation by electing not to mount a challenge promptly after the original
23 designation is disclosed.

24 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process
25 by providing written notice of each designation it is challenging and describing the basis for each
26 challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must
27 recite that the challenge to confidentiality is being made in accordance with this specific paragraph
28 of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must

1 begin the process by conferring directly (in voice to voice dialogue; other forms of communication
 2 are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging
 3 Party must explain the basis for its belief that the confidentiality designation was not proper and
 4 must give the Designating Party an opportunity to review the designated material, to reconsider the
 5 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
 6 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
 7 has engaged in this meet and confer process first or establishes that the Designating Party is
 8 unwilling to participate in the meet and confer process in a timely manner.

9 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
 10 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
 11 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
 12 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
 13 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
 14 competent declaration affirming that the movant has complied with the meet and confer
 15 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
 16 motion including the required declaration within 21 days (or 14 days, if applicable) shall
 17 automatically waive these confidentiality designations for each challenged designation. In addition,
 18 the Challenging Party may file a motion challenging a confidentiality designation at any time if there
 19 is good cause for doing so, including a challenge to the designation of a deposition transcript or any
 20 portions thereof. Any motion brought pursuant to this provision must be accompanied by a
 21 competent declaration affirming that the movant has complied with the meet and confer
 22 requirements imposed by the preceding paragraph.

23 The burden of persuasion in any such challenge proceeding shall be on the Designating
 24 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose
 25 unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions.
 26 Unless the Designating Party has waived the confidentiality designation by failing to file a motion to
 27 retain confidentiality as described above, all parties shall continue to afford the material in question
 28 the level of protection to which it is entitled under the Producing Party's designation until the court

1 rules on the challenge.

2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or
 4 produced by another Party or by a Non-Party in connection with this case only for prosecuting,
 5 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
 6 the categories of persons and under the conditions described in this Order. When the litigation has
 7 been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL
 8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a location and in a
 10 secure manner that ensures that access is limited to the persons authorized under this Order.

11 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered by
 12 the court or permitted in writing by the Designating Party, a Receiving Party may disclose any
 13 information or item designated “CONFIDENTIAL” only to:

14 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
 15 and independent contractors of said Outside Counsel of Record to whom it is reasonably necessary
 16 to disclose the information for this litigation and who have signed the “Acknowledgment and
 17 Agreement to Be Bound” that is attached hereto as Exhibit A;

18 (b) the officers, directors, and employees (including House Counsel) of the Receiving
 19 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
 20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
 22 reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement
 23 to Be Bound” (Exhibit A);

24 (d) the court and its personnel;

25 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and
 26 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have
 27 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

28 (f) during their depositions, witnesses in the action to whom disclosure is reasonably

1 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
 2 unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed
 3 deposition testimony or exhibits to depositions that reveal Protected Material must be separately
 4 bound by the court reporter and may not be disclosed to anyone except as permitted under this
 5 Stipulated Protective Order.

6 (g) the author or recipient of a document containing the information or a custodian or
 7 other person who otherwise possessed or knew the information.

8 7.3 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or
 9 Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a
 10 Receiving Party may disclose any information or item designated “ “HIGHLY CONFIDENTIAL –
 11 SOURCE CODE” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
 13 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
 14 this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is
 15 attached hereto as Exhibit A;

16 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
 17 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
 18 and (3) as to whom the procedures set forth in paragraph 7.4(a), below, have been followed];

19 (c) the court and its personnel;

20 (d) court reporters and their staff, professional jury or trial consultants, and Professional
 21 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
 22 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

23 (e) the author or recipient of a document containing the information or a custodian or other
 24 person who otherwise possessed or knew the information.

25 7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL
 26 – SOURCE CODE” Information or Items to Experts.

27 (a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party,
 28 a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that

1 has been designated “HIGHLY CONFIDENTIAL – SOURCE CODE” pursuant to
 2 paragraph 7.3(b) information or items may be disclosed to an Expert without disclosure of the
 3 identity of the Expert as long as the Expert is not a current officer, director, employee, or
 4 consultant of a competitor of a Party or anticipated to become one.

5. **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER**
 6. **LITIGATION**

7 If a Party is served with a subpoena or a court order issued in other litigation that compels
 8 disclosure of any information or items designated in this action as “CONFIDENTIAL” or
 9 “HIGHLY CONFIDENTIAL – SOURCE CODE,” that Party must:

- 10 (a) promptly notify in writing the Designating Party. Such notification shall include a
 11 copy of the subpoena or court order;
- 12 (b) promptly notify in writing the party who caused the subpoena or order to issue in the
 13 other litigation that some or all of the material covered by the subpoena or order is subject to this
 14 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- 15 (c) cooperate with respect to all reasonable procedures sought to be pursued by the
 16 Designating Party whose Protected Material may be affected.

17 If the Designating Party timely seeks a protective order, the Party served with the subpoena
 18 or court order shall not produce any information designated in this action as “CONFIDENTIAL” or
 19 “HIGHLY CONFIDENTIAL – SOURCE CODE” before a determination by the court from which
 20 the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The
 21 Designating Party shall bear the burden and expense of seeking protection in that court of its
 22 confidential material – and nothing in these provisions should be construed as authorizing or
 23 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

24. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS**
 25. **LITIGATION**

26 (a) The terms of this Order are applicable to information produced by a Non-Party in this
 27 action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”
 28 Such information produced by Non-Parties in connection with this litigation is protected by the

1 remedies and relief provided by this Order. Nothing in these provisions should be construed as
2 prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
4 Party's confidential information in its possession, and the Party is subject to an agreement with the
5 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

6 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all
7 of the information requested is subject to a confidentiality agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in
9 this litigation, the relevant discovery request(s), and a reasonably specific description of the
10 information requested; and

11 (3) make the information requested available for inspection by the Non-Party.

12 (c) If the Non-Party fails to object or seek a protective order from this court within 14
13 days of receiving the notice and accompanying information, the Receiving Party may produce the
14 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely
15 seeks a protective order, the Receiving Party shall not produce any information in its possession or
16 control that is subject to the confidentiality agreement with the Non-Party before a determination by
17 the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
18 seeking protection in this court of its Protected Material.

19 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
21 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
22 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
23 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
24 inform the person or persons to whom unauthorized disclosures were made of all the terms of this
25 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to
26 Be Bound" that is attached hereto as Exhibit A.

27 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED**
28 **MATERIAL**

1 When a Producing Party gives notice to a Receiving Party that certain inadvertently produced
 2 material is subject to a claim of privilege or other protection, the obligations of the Receiving Party
 3 are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). Pursuant to Federal Rule of
 4 Evidence 502(d), the production or disclosure in connection with the pending litigation of any
 5 Information or Items that are covered by the attorney client privilege or work-product protection
 6 shall not constitute a waiver of such privilege or protection in this litigation or in any other federal or
 7 state proceeding. Instead, the Producing Party shall be entitled to assert such privilege or protection,
 8 and the Information or Items and its subject matter shall be treated as if there has been no such
 9 disclosure.

10 (a) Upon notification from the Producing Party that Information or Items covered by the
 11 attorney-client privilege or work-product protection has been produced, the receiving party will
 12 (i) promptly return the Discovery Material and all copies of the Discovery Material in its
 13 possession; (b) delete any electronic versions from any data source or any database it maintains;
 14 (c) retrieve all electronic and paper copies provided to any third parties, including experts;
 15 (d) destroy any notes that reveal the substance of the protected Discovery Material; and (e) make
 16 no use of the Discovery Material.

17 (b) The Receiving Party may contest the privilege or work-product designation by the
 18 disclosing party, and shall have the right to apply for an order that such Discovery Material is not
 19 protected from disclosure by any privilege, law, or doctrine. The Receiving Party may not,
 20 however, assert as a ground for such motion the fact or circumstances of the production or reveal
 21 the protected contents of the materials.

22 (c) The party to whom any Discovery Material covered by the attorney-client privilege or
 23 work-product protection was returned shall retain the returned materials until the end of the
 24 litigation.

25 (d) This Order shall be interpreted to provide the maximum protection allowed by Federal
 26 Rule of Evidence 502(d). Nothing contained herein is intended to or shall serve to limit a party's
 27 right to conduct a review of documents, electronically stored information ("ESI") or information
 28 (including metadata) for relevance, responsiveness and/or segregation of privileged and/or

1 protected information before production.

2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
4 its modification by the court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order
6 no Party waives any right it otherwise would have to object to disclosing or producing any
7 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
8 Party waives any right to object on any ground to use in evidence of any of the material covered by
9 this Protective Order.

10 12.3 Filing Protected Material. Without written permission from the Designating Party or a
11 court order secured after appropriate notice to all interested persons, a Party may not file in the
12 public record in this action any Protected Material. A Party that seeks to file under seal any Protected
13 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal
14 pursuant to a court order authorizing the sealing of the specific Protected Material at issue. Pursuant
15 to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that the
16 Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled to
17 protection under the law. If a Receiving Party's request to file Protected Material under seal pursuant
18 to Civil Local Rule 79-5 is denied by the court, then the Receiving Party may file the information in
19 the public record pursuant to Civil Local Rule 79-5 unless otherwise instructed by the court.

20 13. FINAL DISPOSITION

21 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
22 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
23 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
24 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
25 the Protected Material is returned or destroyed, the Receiving Party must submit a written
26 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
27 by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material
28 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,

1 abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected
2 Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
3 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
4 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
5 and expert work product, even if such materials contain Protected Material. Any such archival copies
6 that contain or constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION).

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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3 Dated: July 25, 2023

Respectfully submitted,

5 /s/ Sheila A.G. Armbrust
6 Sheila A.G. Armbrust (SBN 265998)
7 SIDLEY AUSTIN LLP
8

Attorney for Defendant TaxAct, Inc.

9 Dated: July 25, 2023

10 /s/ Christina V. Tusan
11 Christina V. Tusan (SBN 192203)
12 HAMMONDLAW, P.C.
13

14 Attorney for Plaintiff Nicolas C. Smith-Washington

FILER'S ATTESTATION

15 Pursuant to Civil L.R. 5-1(i)(3), regarding signatures, I, Sheila A.G. Armbrust, attest that
16 concurrence in the filing of this document has been obtained.

17 Dated: July 25, 2023

18 /s/ Sheila A.G. Armbrust
19 Sheila A.G. Armbrust
20

21 PURSUANT TO STIPULATION, IT IS SO ORDERED.

22
23
24 DATED: August 2, 2023

25
26
27
28



HON. VINCE CHHABRIA
United States District Judge

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3

4 I, _____ [print or type full name], of _____ [print or
5 type full address], declare under penalty of perjury that I have read in its entirety and understand the
6 Stipulated Protective Order that was issued by the United States District Court for the Northern
7 District of California on [date] in the case of *Smith-Washington v. TaxAct, Inc.*, 3:23-CV-00830-VC
8 (N.D. Cal. Feb. 23, 2023). I agree to comply with and to be bound by all the terms of this Stipulated
9 Protective Order and I understand and acknowledge that failure to so comply could expose me to
10 sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in
11 any manner any information or item that is subject to this Stipulated Protective Order to any person
12 or entity except in strict compliance with the provisions of this Order.

13 I further agree to submit to the jurisdiction of the United States District Court for the Northern
14 District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even
15 if such enforcement proceedings occur after termination of this action.

16 I hereby appoint _____ [print or type full name] of
17 _____ [print or type full address and telephone number] as
18 my California agent for service of process in connection with this action or any proceedings related
19 to enforcement of this Stipulated Protective Order.

20

21 Date: _____

22 City and State where sworn and signed: _____

23

24 Printed name: _____

25

26 Signature: _____